

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION SEVEN

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FORD MOTOR COMPANY,

Respondent,

and

Case 07-CA-198075

LOCAL 324, INTERNATIONAL UNION OF OPERATING  
ENGINEERS (IUOE), AFL-CIO

Charging Party,

and

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW), and its LOCAL  
UNION 245

Intervenors.

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POST-HEARING BRIEF OF RESPONDENT FORD MOTOR COMPANY

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*Fall River Dyeing & Finishing Corp.*, 482 U.S. 27 (1987)

*In re Dattco, Inc.*, 324 NLRB No. 7 (2002)

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**RESPONDENT FORD MOTOR COMPANY'S POST HEARING BRIEF**

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Respondent Ford Motor Company ("Ford"), through its attorneys, files this Post Hearing Brief in support of its case and arguments presented at the hearing conducted on November 6-8, 2017 by ALJ David I. Goldman in which the General Counsel argued that Ford violated Sections 8(a)(5) and (1) of the National Labor Relations Act by failing and refusing to recognize and bargain with Charging Party International Union of Operator Engineers ("IUOE") instead of Intervenor United Auto Workers and its Local 245 ("UAW").

**STATEMENT OF THE CASE**

In the fact intensive and continually muddled world of NLRA successorship cases, this case presents an unruly example of the dangers presented by an over simplified examination and application of successorship principles. By sleight of hand and gerrymandering the General Counsel attempts to subvert the representational and collectively bargained rights of over 700 hourly skilled trade employees within Ford's Research and Engineering Center ("R&E Center"). Specifically, in the only possible factual and legal combination in which the General Counsel can prevail, it is alleged that a one person majority among six employees should override the decades old Ford R&E bargaining unit and trammel the collectively bargained job security, seniority, bumping, shift preference, and overtime equalization rights of hundreds of existing skilled trades employees who have always constituted a multi-facility, integrated, and operationally flexible unit within Ford's employment to support Ford's critical vehicle testing operations. Moreover, while fully acknowledging that Ford had the right to

establish the terms and conditions of employment and the means by which it can most efficiently and properly organize the skilled trade support of its multi-billion dollar vehicle testing operations, the General Counsel seeks to eliminate Ford's ability to utilize its R&E Center skilled trade employees in the manner decades of experience has taught is the optimal and most efficient structure. NLRA successorship principles do not support this undemocratic and inefficient outcome.

### FACTS

The Ford Motor Company Research and Engineering Center is a multi-facility campus consisting of dozens of buildings at which Ford designs, develops, and tests new prototype automobiles. Tr. 302-305. At present, the R&E center is comprised of 58 facilities, but the number and composition of the facilities is in constant flux as vehicle testing operations evolve, grow, and are renewed or updated. Tr. at 298-299, 302-305, 581.

For decades Ford has provided the core skilled trades maintenance support for the R&E Center testing operations through its own employees organized as a single, integrated and flexible support unit. Tr. at 583-584, 587-589, 596-597. In this time, Ford has never varied in its singular approach to this maintenance unit: Ford employees working in Ford owned buildings performing skilled trade maintenance support for R&E testing operations are Local 245 UAW employees organized in this flexible, integrated and mobile support unit. Tr. at 583-584, 587-589, 596-597. The record is uncontested on this point.

For various reasons such as capacity constraints, different ownership of assets, differing or one time skill requirements; there will occasionally be other companies/employers performing some skilled trade maintenance support with their own employees at the R&E Center. Tr. 570. In none of these

isolated pockets are the skilled trades from other companies organized or utilized as an integrated, flexible and mobile maintenance support unit as Ford uses the Local 245 unit. The reason for this is simple: Ford, with decades of experience and assistance from the UAW, constructed a highly efficient and experienced personnel model to care for the maintenance needs of its critical vehicle testing operations and assets within the scores of ever changing buildings and facilities comprising the R&E Center.

The Drivability Test Facility located in Allen Park, Michigan is one such example. This facility is relatively new and contains some of the wind tunnels used to perform vehicle testing on Ford prototypes. Tr. at 318, 355-357. For most of its existence, this facility was not owned by Ford and was therefore obtaining skilled trade maintenance support from contractors and their employees focused on this single facility rather than the comprehensive R&E wide testing operations.<sup>1</sup> Tr. at 360. Once this facility became Ford owned and the responsibility for skilled trade maintenance became that of Joe Vicari, the skilled trades support work was immediately integrated into the long-standing (and only) support model Ford itself has ever used within the R&E Center. Tr. at 361-373, 570-572, 587, 592. This model allowed Ford, through Mr. Vicari, to use the highly skilled and experienced Local 245 unit to flexibly cover all R&E vehicle test operations as an integrated whole rather than on the single facility-by-facility approach inherent in the contractor model. Tr. at 583, 587, 588, 596, 597, 604. It is essential to this model that skilled trade employees at DTF, as well as all R&E Center test facilities, become part of the integrated, flexible and mobile skilled trades support unit. Tr. at 583, 596-597. This in no way diminishes the talents and skills of all skilled trade personnel supporting Ford operations, whether employed by Ford or otherwise. Indeed, this is the very point Ford has learned over the decades: the skilled maintenance needs across the highly important R&E Center are similar (Tr. at 391-393) and the

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<sup>1</sup>. Indeed, this maintenance support was provided through an almost dizzying array of contractors that belies the concept of continuity claimed by the General Counsel. GC Ex. 16, 18, 25 and 26.

skilled and professional electricians, stationary steam engineers, Millwrights, RMI's and others Ford employs are best deployed as an integrated, flexible and mobile unit where some are stationed full-time at certain facilities and others provide mobile support, but **all** can be utilized, redeployed and moved consistent with collectively bargained rights to support the entire R&E testing operations.

### ARGUMENT

First and foremost, within the facts of this case there is no appropriate unit in which the math works for the General Counsel to provide the necessary majority. This is the most fundamental element and principle of a successorship case and the rebuttable presumption of majority support underlying the doctrine. *Fall River Dyeing & Finishing Corp.*, 482 U.S. 27 (1987). Confirming the reverse engineering required by the General Counsel's case to create a unit with a denominator no greater than 7 would be an injustice to the fundamental principle of majority support, presumption or otherwise, and trammel the legitimate and collectively bargained rights of 700 plus Ford skilled trade workers.

It is critical to Ford's testing operations and its uncontested right to establish its manner of operation that the only appropriate unit be a multi-facility R&E Center skilled trade maintenance unit. This is how Ford has determined it best to support its multi-billion dollar vehicle testing operations which have continuously grown and evolved since their inception. However, even if this case is viewed through the lens of a single facility unit inconsistent with Ford's business operations and the collectively bargained rights of Ford employees, a single DTF bargaining unit consists of more than the maximum seven people necessary for the math to work in favor of the General Counsel's case. This is true both as of the date Ford employed all of the skilled trade personnel at DTF, April 24, 2017 as well as the time at which a substantial and representative complement actually exists for properly determining majority support for any single facility unit at DTF.

In addition, the General Counsel's case must also fail under successorship principles because from the perspective of employees and by comparison to the operations of Jacobs Industrial Services (as well as Jacobs Constructors, EMCOR, and Seimens Building Technology) versus Ford, there is no substantial continuity between the former Jacobs unit and the Ford unit as it existed during the relevant time period.

**I. There is No Appropriate Unit in Which the IUOE Has Majority Support**

**A. Multi-Facility Unit**

To the extent there could have once been an appropriate single facility bargaining unit at DTF following the transition from Jacobs to Ford, any such unit was fully merged and functionally integrated into the Local 245 skilled trade bargaining unit such that it has lost its separate identity. See *Dean Transportation*, 350 NLRB 48, 58 (2007), *en'd* 551 F.3d 1055 (D.C. Cir. 2009). The record in this case is replete with evidence of this integration and merger and its vital importance to the current and future state of the vehicle testing operations conducted within Ford's R&E Center.<sup>2</sup> Of course, this integrated bargaining unit cannot support the General Counsel's successorship claims as the only possible majority equation available to the General Counsel is the slim one person majority in the gerrymandered 6 person "unit" manufactured and proffered at trial. Each case must be viewed on its own facts, and in this case it is clear that through the uncontested management decisions of Joe Vicario and the collectively bargained integration into the mobile, flexible and integrated Local 245 unit and bargaining

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<sup>2</sup> It is important to again point out that there is no allegation that Ford made any unlawful unilateral changes when it assumed the employment of all skilled trade personnel at DTF. Thus, the General Counsel understood that it must take as a given the operational and employment changes Ford made following the transition from Jacobs.



agreement, the DTF employees have been effectively merged into a more comprehensive unit. See *In re Dattco, Inc.*, 324 NLRB No. 7 (2002).

### **New Organizational Structure and Corresponding Need for Integrated Unit**

The record is clear and uncontested that Ford placed all remnants of the former Jacobs DTF operation into the organization headed by Joe Vicari who holds across the board responsibility for the skilled trade maintenance support of Ford's vehicle testing operations at the R&E Center. Tr. at 566-569, 590, 596-599. Mr. Vicari is singularly responsible for the skilled trade maintenance support and the related workforce strategy for testing operations of the entire R&E Center. Tr. at 568. In terms of skilled trade support, he must make sure that each and every testing manager and testing facility within the R&E Center receives the necessary skilled trade maintenance support to operate; with no exception (and not just at DTF as was Jacobs sole focus). The DTF facility was new to Mr. Vicari's test facility portfolio and it was incumbent on him to develop the workforce strategy to uniformly support this and every other testing facility with the R&E Center. Tr. at 590, 596. From this flowed naturally and logically the actual integration and merger of DTF skilled trade support into the full R&E Center skilled trade support operation. This was an extremely important project and required significant advanced planning by Mr. Vicari and his management team as well as extensive collective bargaining with the UAW to enable the comprehensive plan to integrate the Jacobs portion of DTF skilled trade support into the R&E Center skilled trade maintenance support unit. Tr. at 292, 572. The credibility of this assertion is buttressed by the fact that Ford continues to invest heavily in these very testing operations which are growing rapidly and, as such, demand an efficient, integrated, flexible and highly mobile cross functional skilled trade support unit. Tr. at 581-584. Indeed, the guiding principle is that the skilled trade workforce within the R&E Center is capable to work within their classifications at "all of our facilities". Tr. at 597.

As such, the initial terms and conditions of employment for the four Jacobs employees clearly placed them within the integrated and mobile R&E maintenance model that allows cross functional deployment across the R&E Center and fully eliminates the concept of a single walled off unit at DTF (or any other facility within the R&E center).

The General Counsel will attempt to make much of the fact that none of the four Jacobs employees have, in the few months between their employment by Ford and the trial date, moved out of the DTF facility, this is a red herring. It is acknowledged for purposes of fully integrating DTF into the full R&E unit, some ramp up time was necessary. Indeed, this was a key focus of the extensive bargaining that occurred between Ford and the UAW to facilitate the full integration. The result of this collective bargaining was a well thought out one year integration plan that is supported by weekly meetings and management attention to the final outcome of a fully integrated bargaining unit. Tr. at 122, 209, 257.

Thus, properly viewed, this case involves a unit in which four skilled trade employees were hired into unit of 700 plus skilled trade employees. This is not a viable successorship situation.

#### **B. Single Facility Unit**

While a single facility unit is not at all consistent with the way Ford actually runs its business, the error of the General Counsel's single unit theory is demonstrated by the fact that its entire case from the filing of the charge, the investigation, through to the first day of trial was based on a non-existent, fictitious bargaining unit. That bargaining unit was described as:

"All full-time and regular part-time operating engineers and electricians employed by the Respondent at the Drivability Test Facility (DTF) located at 8000 Enterprise Drive, Allen Park,

Michigan, engaged in the operation, mechanical maintenance and repair of all refrigeration, heating and air-conditioning machinery installed at the DTF." (Emphasis added).

When it became apparent on cross-examination that this cleverly gerrymandered unit description never existed (Tr. at 74-88), under the guise of an "administerial error", the General Counsel amended the complaint to add "and in the performance of general building maintenance", but left untouched the restricting classifications (Tr. at 95-96). While the prior non-existent unit description carefully described only the 5 full-time people working as either an electrician or operating engineer/SSE at DTF on May 1, 2017, this amendment fundamentally changed the scope of even a single site DTF bargaining unit both in terms of describing unit work as well as the proper use of job classifications within the Ford world. Unfortunately, even as of May 1, 2017 the General Counsel's amended unit description would include more than the 6 stationary people holding electrician and SSE classifications at DTF. Moreover, there is no precedent for the concept that Ford would be bound to the terminology contained in another company's unit description when it is inconsistent with its operations. Of course this is why the General Counsel must insist on the precise unit description proffered, when even the GC's own witnesses state this unit description could and would include at least "plumbing [and]...repair of systems like that" (Tr. at 80); work on "dynamometers, pretty much all the test equipment" not just refrigeration, heating and machinery (Tr. 102); maintenance on "belts, filters, grease, cleanings" (Tr. 104); door issues (Tr. at 108); doing rounds making sure the plant is in good working order" (Tr. at 106-107); and "pretty much anything I got a work order for, even leaking roofs and patching drywall (Tr. at 105, 108-109). More significantly, it was uncontested that "general maintenance" at DTF would include at least work of millwrights, plumbers, pipefitters, and additional electricians (Tr. at 581, 584). Simply because Jacobs was content using two classifications to cover all this work, does not make for an appropriate unit description at the Ford Motor Company, unless one wants to disenfranchise the other employees that should be covered by a legitimate unit description.

Therefore, it is abundantly clear that based on the uncontested testimony of all witnesses the narrowest appropriate unit description in Ford terminology **for even a single site DTF unit** must include at least “all full and regular part-time electricians, stationary steam engineers, plumbers, pipefitters and millwrights engaged in skilled trade maintenance support of the DTF facility” to avoid disenfranchising eligible employees and turning basic principles underlying majority support or the presumption of majority support upside down.<sup>3</sup> Alternatively, the single site unit description could simply be “all full and regular part-time employees engaged in skilled trade maintenance support of the DTF facility”. It is clear from the record that both before and after the transition from Jacobs to Ford this is precisely what the unit was at DTF.

Thus, both before and after the transition from Jacobs to Ford more than 7 people were performing full or regular part-time skilled trade maintenance work at DTF alone. When Jacobs was in place, this was done through a combination of salaried personnel and Local 245 personnel and after the transition it was done solely through Local 245 personnel (Tr. 570, 572, 575-576, 580-58). Either way, there is no factual dispute that at least more than seven people would be eligible under any appropriate single site unit definition and this is fatal to the General Counsel’s case<sup>4</sup> (Tr. 587). To gerrymander this out of existence is contrary to fundamental labor law principles and has no place in the already confused application of successorship doctrine.

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<sup>3</sup> When one imagines conducting an election for a single site DTF unit on May 1, 2017, one sees how insidious the gerrymandered unit description becomes and how destructive to the basic principle of majority support and employee rights the GC’s case would be. Any but the six identified people, including other electricians, millwrights and plumbers doing skilled trades work at DTF would be denied the right to vote, but would nonetheless be covered by any resulting bargaining agreement and would certainly be claimed as included employees (or worse – their work taken by new employees) by the representing union.

<sup>4</sup> Based on the record it is likely that this would be at least 10 people based on a single site unit determination. (Tr. 587).

In addition, even if one went so far as to claim that only a unit of two discreet skilled trade classifications were an appropriate single site unit at DTF,<sup>5</sup> it is clear from the record that a substantial and representative complement of electricians and SSE's were not present as of the transition from Ford to Jacobs. It is undisputed that but for the use of salaried personnel and contractors, even an artificial single site DTF unit of just SSE's and electricians would have constituted at least 10 stationary employees at DTF and there will be 10 such employees by the end of 2017.<sup>6</sup> Tr. 371-373, 388, 433, 586. As Mr. Vicari clearly stated, "I will have ten people assigned to DTF at the end of this year." Tr. at 586. It would fly in the face of the fundamental principle of majority support to force a bargaining representative on even these ten people comprising an artificial unit based on a presumption of majority support flowing from four former Jacobs employees.

## **II. There is No Substantial Continuity Between the Former Jacobs Unit and the Ford Unit**

With regard to substantial continuity, the Board examines: (1) whether the business of both employers is essentially the same; (2) whether the employees of the new company are doing the same jobs under the same working conditions under the same supervisors; (3) whether the new entity has the same production process, produces the same products, and (4) basically the same customers. *Fall River Dyeing & Finishing Corp.*, 482 U.S. 27, 43 (1987).

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<sup>5</sup> Of course, this is turning the analysis of unit appropriateness **at Ford** upside down by looking only at the work Jacobs was contracted to do before the transition. Jacobs described the unit to cover the work it was contracted to perform, not to be consistent with the way Ford organized the skilled trade support for DTF and R&E. This was not "gerrymandering" and contrary to majority support for the bargaining agent when it accurately described the precise work Jacobs was sourced, but becomes such when it is simply transferred word for word to a wholly different context.

<sup>6</sup> Of course this number would be even higher if the improper use of specific classifications in the GC's unit description did not work to cut off the other people doing skilled trades "general maintenance support" at DTF. Tr. at 433, 587.

**a. Business of Jacobs compared to Ford Motor Company**

The General Counsel presented no evidence to suggest that Jacobs Industrial Services has any similarity or continuity whatsoever to the Ford Motor Company. Nor did the General Counsel attempt to explain in any way what Jacobs industrial Services, Jacobs Constructors, Seimens Building Technologies, and EMCOR Facility Services even are as enterprises or businesses. But the General Counsel's own evidence tells us what they are: these companies are all merely personnel suppliers of Maintenance employees under contract with various companies to provide the precise maintenance support for which the contractor is employed. See GC Ex. 16, p. 22, GC Ex. 26, p. 25, GC Ex. 15, p.25, GC Ex. 25, p. 24. Indeed, each of these various employers and their respective IUOE locals had a Memorandum of Understanding that reflected this form of business by contemplating the termination of its "Maintenance Contract" at any "Facility". See GC Ex. 16, p. 22, GC Ex. 26, p. 25, GC Ex. 15, p.25, GC Ex. 25, p. 24. Not only does this make clear why there is a fundamental change from the employee perspective between the former employer stream and Ford, but also demonstrates why Ford would and did organize and restructure the DTF maintenance support to fit its business, testing and employment model.

These personnel supply companies are not vehicle manufacturers or even vehicle testing companies. While the General Counsel spent considerable time focusing on the similarity of the skilled trades work performed by the four former Jacobs employees before and after their employment by Ford, this is not a comparison of the "operations of the old and the new **employer**." One cannot conflate the jobs with the enterprises in a successorship analysis. The overall "focus is on whether there is 'substantial continuity' between the **enterprises**." *Fall River*, 482 U.S. at 43. Although employee skills and functions may be one part of this analysis, this demonstrates how the piecemeal and circular use of

successorship principles leads to confused results. From the “employee perspective” there is simply no record evidence to show the business of Ford Motor Company and Jacobs, et al. is “essentially the same”. See *Grane Healthcare Co.*, 357 NLRB No. 123 (2011).<sup>7</sup>

**b. Comparison of Jobs and Working Conditions**

While much will surely be made by the General Counsel of the similarity between the job **duties** of the four former Jacobs employees immediately before and after the transition, this ignores the fact that these employees’ terms and conditions of employment, including the very places and equipment on which they work, have fundamentally changed. First and foremost, these employees can now be moved to any location within the R&E Center<sup>8</sup>. Tr. at 318-321. They could also become one of the mobile skilled trade employees that service the entire R&E Center. While this may not yet have happened in the short time between the transition and the trial, this is well known to them and from their perspective can and must create a significant difference in deciding whether they “will understandably view their job situations as essentially unaltered.” Tr. at 391-393. See *Fall River* 482 U.S. at 43. Where before they were set only to serve the maintenance needs of the DTF facility in the manner directed by Jacobs, they are now part of an R&E wide maintenance group that will flexibly serve

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<sup>7</sup> Successorship cases uniformly point to the need to analyze “substantial continuity” from the employees’ perspective. Where there is a serious issue as to the scope or size of a unit and a slim majority at best, I can find no precedent for the proposition that the “employee perspective” should or must ignore the perspective of the regular employees who will be impacted by the continuity assessment and have clear perspectives on the relevant employing enterprises. Without such attention, an overly clinical and isolated use of successorship principles allows the interests of these rank and file employees to be attacked in detail and ultimately disregarded even potentially in a case like this where a proffered majority of one person out of six could nullify the bargained for rights of hundreds of other skilled trades employees by permanently walling off the DTF facility from the rest of the R&E Center skilled trades employees. By way of a single example, consider the “employee perspective” of the many high seniority employees within the R&E Center who have never lost the right to exercise their seniority vis-à-vis other Ford employees within the R&E Center. From this perspective, there is a clear difference between the Jacobs, et al. and Ford. Comparisons are never a one way street.

<sup>8</sup> While this may be a function of the Local 245 CBA, these are the unchallenged initial terms and conditions of employment for the former Jacobs employees and they were fully informed and aware of these terms. Tr. at 135, 202, 257-260.

the entire R&E campus where it is clear their skills and the skills of all the other R&E electricians and SSE's can be utilized cross-functionally to meet demand.<sup>9</sup> Tr. at 135, 320,-323, 391, 427.

Moreover, these employees' rates of pay, benefits, vacation, overtime, and hours of work have changed dramatically. Tr. 116-117, 132, 134, 187, 188, 199, 202-203, 208, 251, 260, 317. While it is not possible to do an entire comparison between the IUOE and multi-volume National and Local UAW terms and conditions of employment, it is clear upon review of the exhibits presented at trial containing these terms and conditions that the fundamental change in the employee job conditions is immense. It is clear and uncontested that those were the lawfully imposed initial terms and conditions when the former Jacobs employees accepted Ford employment. Tr. at 202. Of course, embodied within the extensive UAW agreement is the very concept and construct of the multi-facility, interchangeable bargaining unit that most certainly colors the employee perspective of their job situation before and after the transition. Tr. at 136, 257. There are numerous other differences in the job situation and duties throughout the record evidence such as: (1) the elimination of salaried non-unit personnel doing unit work. Tr. at 144, 388-389, 575; (2) working within established classifications. Tr. at 109, 230, 272-273, 406; and (3) changes to work rules. Tr. at 208.

### **c. Comparison of "Production Process" and "Products"**

Examination of this factor tends to create a great deal of confusion and results oriented analysis in successorship cases. See *Allways East Transportation, Inc.* 365 NLRB No. 71 (2017) (Miscimarra dissent: "if one defines the business operations in these simplistic terms as my colleagues apparently do, there might be sufficient business continuity to support a finding of successorship). Focusing solely on

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<sup>9</sup> Reference this telling and well formulated exchange:

JUDGE GOLDMAN: You go where your seniority takes you anywhere in the system under the contract?

THE WITNESS: Yes.

Tr. at 393.



the similarity of being an electrician or SSE before and after the transition does not adequately assess this factor when analyzing continuity between the enterprises. As noted above, the enterprises themselves have fundamentally different purposes and businesses. However, even if one views Mr. Vicari's organization within the Ford Motor Company as an internal supplier of skilled trades maintenance support, his organization is much different than the site by site process and service of Jacobs, et al. Mr. Vicari's "product" or, better stated, "service" is the maintenance of 58 different testing facilities. A few of these facilities contain wind tunnels like DTF, but the vast majority do not. "It is the skilled trade workforce that fully supports the testing operations, the testing equipment, and the facilities, the building facilities, the infrastructure of the [58] buildings." Tr. 570. The "process" to provide this service is to utilize "a mobile workforce...dispatched through work orders...emails, phone calls" with some stationary support that is also moveable over time. Tr. 583-584, 590, 597.

**d. Comparison of "customers"**

It is clear from the record that the customer of Jacobs et al, was the DTF facility and only the DTF facility. This is how the workers viewed the customer, this is how Jacobs viewed the customer, and this concept was embodied in the respective collective bargaining agreements covering the employees and the DTF facility. It is also clear from the record that the customer is now each and all of the 58 R&E Center facilities for which Mr. Vicari's organization provides skilled trade maintenance support. Tr. at 318-320, 570, 583-584, 592,597.

**CONCLUSION**

Ford Motor Company correctly rejected the IUOE's demand to represent its skilled trade employees at the DTF facility. To have granted such a demand would have redefined its carefully

constructed maintenance unit support testing operations, repudiated its collectively bargained commitments to the UAW, and, most importantly trammelled the right of numerous employees to be represented by the bargaining agent of the choosing.

Respectfully Submitted,

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I, Stephen Kulp, hereby certify that I caused a true and correct copy of the foregoing Post-Hearing Brief of Respondent Ford Motor Company to be served via email on the following parties on the date below:

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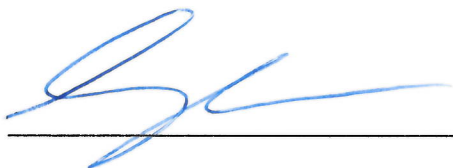
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Dated this 22nd day of December, 2017



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